



September 15, 1995

Interstate Commerce Commission
Room 2311
12st Street & Constitution Avenue, N.W.
Washington, DC 20423

RE: Two instruments for filing

To Whom It May Concern:

Enclosed please find two checks, each for \$21.00, each dated, checks numbered #1250 & #1251.

These checks will pay the filing fee for the attached documents:

1. Lease Termination Instrument, dated as of August 16, 1995, between GATX Third Aircraft Corporation, and General Electric Railcar Services Corporation (1 original & 1 copy); *10853-C*
2. Assignment Agreement, dated as of October 1, 1995, among GATX Capital Corporation, GATX Third Aircraft Corporation, and General Electric Leasing Services Corporation (2 originals). *10694-B*

After these two documents have been filed, please send me back filed, stamped versions for our files.

Thank you for your assistance. Any questions, please call me at (415)955-3373.

Very truly yours,

GATX CAPITAL CORPORATION

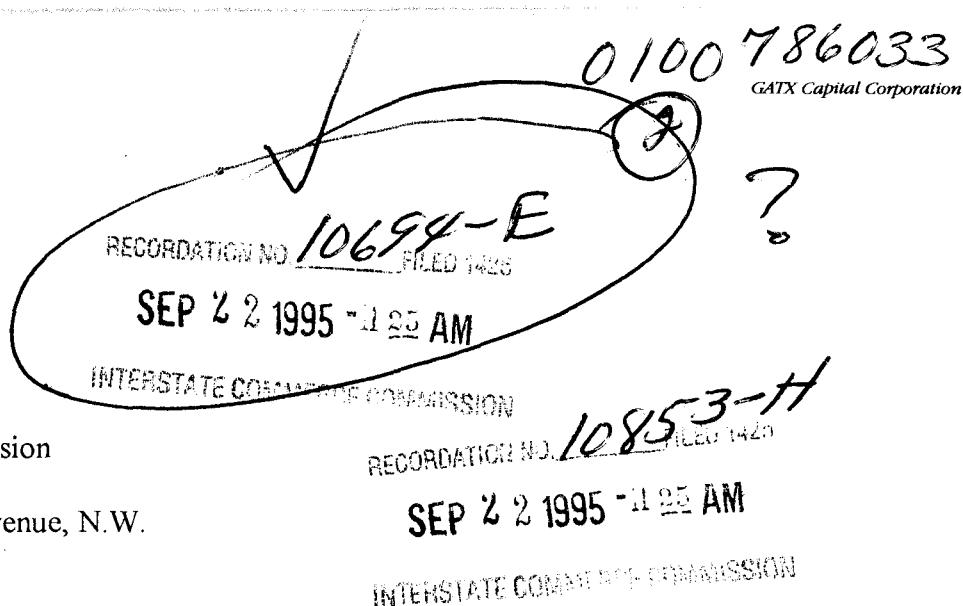
Sheila A. Stetson
Contract Administrator

cc: Rex Railways, 1273 (Lease Termination Instrument); and
CSX Transportation #3336 (Assignment Agreement).

LICENSING BRANCH

SEP 22 11 21 AM '95

RECEIVED
OFFICE OF THE
SECRETARY





**Interstate Commerce Commission
Washington, D.C. 20423-0001**

9/22/95

Office Of The Secretary

Shelia A. Stetson
Contract Administrator
GATX Capital
Four Embarcadero Center, Ste. 2200
San Francisco, CA., 94111

Dear Madam:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/22/95 at 11:25AM , and assigned recordation number(s). 10853-H and 10694-E.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

(0100786033)

\$ 42.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

RECORDATION NO. 10694-E FILED 1995

SEP 22 1995 - 11 25 AM

ASSIGNMENT AGREEMENT

INTERSTATE COMMERCE COMMISSION

This Assignment Agreement ("Assignment") dated as of October 1, 1994 among GATX Capital Corporation, GATX Third Aircraft Corporation and General Electric Leasing Services Corporation.

WITNESSETH

WHEREAS, GATX Capital Corporation desires to transfer to GATX Third Aircraft Corporation, its wholly owned subsidiary, all of its right, title, interest and obligations in, to and respecting 1) that certain Successor Sublease ("Successor Sublease") dated as of June 27, 1991 by and between General Electric Railcar Leasing Services Corporation, (now known as General Electric ^{Railcar} Leasing Services Corporation), ("Lessee") and GATX Capital Corporation, ("Sublessee") a copy of which is attached hereto as Exhibit A and incorporated by reference herein, and 2) that certain Acceptance Supplement dated as of October 1, 1994 executed by GATX Capital Corporation, a copy of which is attached hereto as Exhibit B and incorporated by reference herein; and

WHEREAS, pursuant to Section 6 of the Successor Sublease, Lessee must give its express written consent to an assignment of the Successor Sublease by Sublessee;

NOW, THEREFORE, the parties agree as follows:

1. Assignment. GATX Capital Corporation hereby assigns to GATX Third Aircraft Corporation all of its right, title, interest and obligations in, to and respecting the Successor Sublease and Acceptance Supplement.
2. Assumption. GATX Third Aircraft Corporation hereby accepts the assignment and transfer of the right, title, interest and obligations of GATX Capital Corporation in, to and respecting the Successor Sublease and Acceptance Supplement.
3. Consent. Lessee, by its signature, does hereby consent to the assignment by Sublessee to GATX Third Aircraft Corporation of all of Sublessee's right, title, interest and obligations in, to and respecting the Successor Sublease.

3. Governing Law. This instrument shall be governed by, and construed and interpreted in accordance with, the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have each caused this Assignment to be duly executed on the day and year first above written.

GATX THIRD AIRCRAFT CORPORATION GATX CAPITAL CORPORATION

By: Thomas C. Wood
Its: Vice President

By: Thomas C. Wood
Its: Vice President

Agreed:

GENERAL ELECTRIC ^{Railcar} LEASING SERVICES CORPORATION ^(WL)
By: Mark J. Cove
Its: Sr. Vice President ^{TCN}